

EXHIBIT

A

US Patent 5,840,722

HDP Reference 8493-500059

Chain of Title/Ownership Recordation

1. 008257/0686 4 Pages
Assignment
Inventors to BASF Aktiengesellschaft
2. 013616/0001 6 Pages
Security Agreement
Myogen, Inc. to GATX Ventures, Inc. and Silicon Valley Bank
3. 013746/0941 5 Pages
Assignment
BASF Aktiengesellschaft to Abbott GmbH & Co. KG
4. 017480/0281 6 Pages
Release of Security Interest
Silicon Valley Bank to Myogen, Inc.
5. 017025/0877 5 Pages
Release of Security Interest
GATX Ventures, Inc. and Silicon Valley Bank to Myogen, Inc.



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBlz alerts](#) | [News](#) | [Help](#)



Assignments on the Web > Patent Query

Patent Assignment Abstract of Title

**NOTE: Results display only for issued patents and published applications.
For pending or abandoned applications please consult USPTO staff.**

Total Assignments: 5

Patent #: 5840722

Issue Dt: 11/24/1998

Application #: 08718377

Filing Dt: 09/30/1996

Inventors: ERNST BAUMANN, UWE J. VOGELBACHER, JOACHIM RHEINHEIMER, DAGMAR KLINGE, HARTMUT RIECHERS et al

Title: USE OF CARBOXYLIC ACID DERIVATIVES AS DRUGS

Assignment: 1

Reel/Frame: 008257/0686

Recorded: 09/30/1996

Pages: 4

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignors: BAUMANN, ERNST

Exec Dt: 06/04/1995

VOGELBACHER, UWE JOSEF

Exec Dt: 06/04/1995

RHEINHEIMER, JOACHIM

Exec Dt: 06/04/1995

KLINGE, DAGMAR

Exec Dt: 06/04/1995

RIECHERS, HARTMUT

Exec Dt: 06/04/1995

KROEGER, BURKHARD

Exec Dt: 06/04/1995

BIALOJAN, SIEGFRIED

Exec Dt: 06/04/1995

BOLLSCHWEILER, CLAUD

Exec Dt: 06/04/1995

WERNET, WOLFGANG

Exec Dt: 06/04/1995

UNGER, LILIANE

Exec Dt: 06/04/1995

RASCHACK, MANFRED

Exec Dt: 06/04/1995

Assignee: BASF AKTIEGESELLSCHAFT

67056 LUDWIGSHAFEN, GERMANY

Correspondent: KEIL & WEINKAUF

HERBERT B. KEIL

1101 CONNECTICUT AVE. N.W.

WASHINGTON, D.C. 20036

Assignment: 2

Reel/Frame: 013616/0001 ✓

Recorded: 01/06/2003

Pages: 6

Conveyance: SECURITY AGREEMENT

Assignor: MYOGEN, INC.

Exec Dt: 12/06/2002

Assignees: GATX VENTURES, INC.

3687 MT. DIABLO BLVD., SUITE 200

LAFAYETTE, CALIFORNIA 94549

SILICON VALLEY BANK

4410 ARAPAHOE, SUITE 200

BOULDER, COLORADO 80303

Correspondent: GATX VENTURES, INC.

JOHN C. BOMBARA

ATTN: LEGAL DEPARTMENT

16 MUNSON ROAD, 5TH FLOOR

FARMINGTON, CONNECTICUT 06032

Assignment: 3

Reel/Frame: 013746/0941

Recorded: 02/21/2003

Pages: 5

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Assignor: BASF AKTIENGESELLSCHAFT

Exec Dt: 02/18/2003

Assignee: ABBOTT GMBH & CO. KG

KNOLLSTRASSE LUDWIGSHAFEN
LUDWIGSHAFEN, GERMANY

Correspondent: WOOD PHILLIPS KATZ, ET AL.

MARTIN L. KATZ
500 WEST MADISON STREET
CITICORP CENTER, SUITE 3800
CHICAGO, IL 6066-2511

Assignment: 4

Reel/Frame: 017480/0281 ✓

Recorded: 01/23/2006

Pages: 6

Conveyance: RELEASE BY SECURED PARTY (SEE DOCUMENT FOR DETAILS).

Assignor: SILICON VALLEY BANK

Exec Dt: 01/11/2006

Assignee: MYOGEN, INC.

7575 W 103RD AVE., SUITE 102
WESTMINSTER, COLORADO 80021

Correspondent: SILICON VALLEY BANK

LOAN COLLATERAL HF154
3003 TASMAN DRIVE
SANTA CLARA, CA 95054

Assignment: 5

Reel/Frame: 017025/0877 ✓

Recorded: 01/18/2006

Pages: 5

Conveyance: RELEASE BY SECURED PARTY (SEE DOCUMENT FOR DETAILS).

Assignor: GATX VENTURES, INC. AND SILICON VALLEY BANK

Exec Dt: 01/13/2006

Assignee: MYOGEN, INC.

7575 WEST 103RD AVENUE, #102
WESTMINSTER, COLORADO 80021

Correspondent: BRAD SCHOENFELD

1675 BROADWAY, SUITE 750
DENVER, CO 80202

Search Results as of: 07/17/2007 05:47 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350. v.2.0.1
Web Interface last modified: April 20, 2007 v.2.0.1

| .HOME | INDEX | SEARCH | eBUSINESS | CONTACT US | PRIVACY STATEMENT

891100 PCT/PTG 50 SEP 1996

12-09-1996



08/718377

A15

03-1-40

To the Honorable Commissioner of Patents and Trademarks,
Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)
Ernst BAUMANN, Uwe Josef VOGELMACHEN,
Joseph BRUNHEIMER, Dagmar KLINGE, Hartmut RIECHERS
Burkhard KROBBER, Siegfried BIALOVAN,
Clara BOLLSCHEWITZER, Wolfgang WERNER
Additional name(s) of conveying party(ies)
attached /x/ Yes / / No

2. Name and address of receiving party(ies)

BASF Aktiengesellschaft
Street Address: 67056 Ludwigshafen
Germany

City: State: ZIP

Additional name(s) & address(es) attached?
/ / Yes /x/ No

3. Nature of conveyance:

/x/ Assignment / / Merger
/ / Security Agreement / / Change of Name

Execution Date: 6/4/95

4. Application number(s) or patent number(s):

If this document is being filed together with a new application,
the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? / / Yes /x/ No

5. Name and address of party to whom
correspondence concerning document should
be mailed:

Name: Herbert B. Keil

Internal Address:

Street Address: Keil & Weinkauff

1101 Connecticut Ave. N.W.

City: Washington State: D.C. ZIP: 20036

6. Total number of applications and
patents involved: 1.1

7. Total Fee(37 CFR 3.41).... \$ 40.00

/x/ Enclosed

/ / Authorized to be charged to
Deposit Account

DO NOT USE THIS SPACE

12345 U.S. PTO



12/05/96

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document.

Herbert B. Keil

Name of Person Signing

Herbert B. Keil
Signature

Sept 30, 1996
Date

Total number of pages 4

E

FROM :

FAX NO. :

Jul. 18 2007 03:26PM P15

Liliana UNGER
Manfred RASCHACK

PATENT

RIHEL: 8257 FRAMIE: 0687

U S A

ASSIGNMENT

O. Z. 0050144751

WHEREAS, we

*Ernst Baumann, Falkenstr. 6a, 67373 Dudenhofen
Uwe Josef Vogelbacher, Niedererdstr. 56, 67071 Ludwigshafen
Joachim Rheinheimer, Merziger Str. 24, 67063 Ludwigshafen
Dagmar Klinge, Brückenkopfsr. 15, 69120 Heidelberg
Hartmut Riechers, Bergstr. 44, 67067 Ludwigshafen
Burkhard Kröger, Tilsiterstr. 21, 67117 Limburgerhof
Siegfried Blakofan, In den Auwiesen 49, 68723 Ostersheim
Claus Bollschweiler, Karl-Christ-Str. 13, 69118 Heidelberg
Wolfgang Wernet, Burgweg 115, 67454 Hassloch
Liliane Unger, Wollstr. 129, 67065 Ludwigshafen
Manfred Raschack, Donnersbergstr. 7, 67256 Weisenheim
Federal Republic of Germany
citizens of the Federal Republic of Germany*

have invented certain new and useful improvements in

The use of carboxylic acid derivatives as drugs

as fully set forth and described in the specification executed by us on

Serial No.

, filed

preparatory to obtaining Letters Patent of the United States therefor, and

WHEREAS, *BASF Aktiengesellschaft*, having a place of business at 67056 Ludwigshafen, Federal Republic of Germany, is desirous of acquiring said invention and application and the exclusive right in and to the Letters Patent to be granted therefor;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, and other valuable consideration, we, the said

*Ernst Baumann, Uwe Josef Vogelbacher, Joachim Rheinheimer, Dagmar Klinge, Hartmut Riechers, Burkhard Kröger,
Siegfried Blakofan, Claus Bollschweiler, Wolfgang Wernet, Liliane Unger, Manfred Raschack,*

have sold, assigned and transferred, and by these presents do sell, assign and transfer unto said *BASF Aktiengesellschaft* the full and exclusive right to the said invention and application and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor, and in and to any and all divisions, reissues, continuations and extensions thereof.

We hereby authorize and request the Commissioner of Patents to issue the said Letters Patent, when granted, to said *BASF Aktiengesellschaft*, as the assignee of our entire right, title and interest in and to the same, for the sole use and behoof of said *BASF Aktiengesellschaft*, its successors and assigns.

FURTHER, we agree that we will communicate to said *BASF Aktiengesellschaft*, or its representatives, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, substitution, renewal and reissue applications, make all rightful oaths and generally do everything possible to aid said *BASF Aktiengesellschaft*, its successors and assigns to obtain and enforce proper protection for said invention in the United States.

The undersigned hereby grant(s) the firm of Messrs. Kell & Weinkauff, 1101 Connecticut Ave., N. W., Washington, D. C. 20036 the power to insert on this assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

PATENT

REF.: 8257 FRAME: 0688

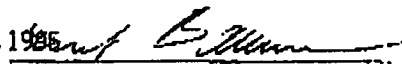
USA

Page 2

O.Z. 0051144751

IN TESTIMONY WHEREOF, we hereunto set our hands.

Date: 06.04.1995


Ernst Baumann

Date: 06.04.1995


Uwe Josef Vogelbacher

Date: 06.04.1995


Joachim Rheinheimer

Date: 06.04.1995


Dagmar Klinge

Date: 06.04.1995


Hartmut Riechers

Date: 06.04.1995


Burkhard Kröger


Date: 06.04.1995


Siegfried Blatojan

Date: 06.04.1995


Claus Bollschweiler


Date: 06.04.1995


Wolfgang Werner

Date: 06.04.1995


Lillane Unger

Date: 06.04.1995


Manfred Raschack

01-06-2003


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 8/30/2005) Tab settings		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 1-6-03	
102328431			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): MYOGEN, INC. Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Name and address of receiving party(ies) Name: GATX Ventures, Inc. Internal Address: Suite 200 Street Address: 3667 Mt. Diablo Blvd. City: Lafayette State: CA Zip: 94549 Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 12/6/02			
4. Application number(s) or patent number(s): If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) _____ See attached. B. Patent No.(s) _____ See attached. Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: GATX Ventures, Inc. Internal Address: Attn: Legal Department Street Address: 16 Munson Road, 5th Floor City: Farmington State: CT Zip: 06032		6. Total number of applications and patents involved: 281 7. Total fee (37 CFR 3.41).....\$ 1120.00 <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____	
DO NOT USE THIS SPACE			
9. Signature. John C. Bombara, In-House Counsel Name of Person Signing		Signature: Date: 12/30/02	
Total number of pages including cover sheet, attachments, and documents: <input type="checkbox"/> _____ Mark documents to be recorded with required cover sheet information for Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231			

01/07/2003 670H11 0000059 0905289
01 FC15821 1129.00 CPPATENT
REEL: 013616 FRAME: 0001

FROM :

FAX NO. :

Jul. 18 2007 03:36PM P13



Form PTO-1595
Continuation of Item 2

Silicon Valley Bank
4410 Arapahoe, Suite 200
Boulder, CO 80303

PATENT
REEL: 013616 FRAME: 0002

SCHEDULE I-A TO GRANT OF SECURITY INTERESTPATENTS

<u>PATENTS</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Country</u>	<u>Pat. No.</u>	<u>Issue Date</u>
MYOG:005-US	4/1/1998	09/053,293	U.S.	6,218,597	4/17/2001
MYOG:008-US	8/26/1997	08/838,105	U.S.	6,353,151	3/5/2002
MYOG:007-US	5/28/1998	09/047,755	U.S.	6,203,778	3/20/2001
MYOG:013-US	6/19/1998	09/100,497	U.S.	5,998,458	12/7/1999
MYOG:020-US	10/15/1998	09/173,798	U.S.	6,201,165	3/13/2001
Abbott 43997	10/19/1995	537,843	U.S.	5,703,017	12/30/1997
Abbott 44751	9/30/1998	718,377	U.S.	5,840,722	11/24/1998
Abbott 45281	3/27/1997	809,899	U.S.	5,932,730	8/3/1999
Abbott 480/1171	3/30/2000	508,893	U.S.	6,329,384	12/11/2001
Abbott 480/1176	3/20/2000	508,889		6,352,992	3/5/2002
Abbott 480/1181	4/27/2000	530,131		6,197,780	3/6/2001

SCHEDULE I-B TO GRANT OF SECURITY INTEREST**PATENT APPLICATIONS**

PATENTS	Filing Date	App. No.	Country	Pat. No.	Issue Date
MYOG:004-USD1	4/25/2000	09/558,472	U.S.		
MYOG:004-USD2	10/1/2001	09/969,086	U.S.		
MYOG:020-USC1	1/29/2001	09/772,503	U.S.		
MYOG:020-USC2	3/13/2001	09/805,699	U.S.		
MYOG:023-US	10/16/1998	09/173,795	U.S.		
MYOG:024-US	11/10/1999	09/438,075	U.S.		
MYOG:024-USC1	1/9/2002	10/043,658	U.S.		
MYOG:025-US	10/16/1998	09/173,799	U.S.		
MYOG:028-US	8/20/2000	09/843,206	U.S.		
MYOG:028-US	7/18/2001	09/908,988	U.S.		
MYOG:029-US	4/16/1998	09/061,417	U.S.		
MYOG:034-US	9/27/2001	60/325,311	U.S.		
MYOG:036-US	2/13/2001	09/782,953	U.S.		
UTEC:005-US	9/11/2002	10/241,368	U.S.		
UTSD:562-US	8/13/1999	09/374,453	U.S.		
UTSD:729-US	11/7/2001	10/046,594	U.S.		
UTSD:803-US	5/30/2002	10/169,971	U.S.		

GRANT OF SECURITY INTEREST**PATENTS**

THIS GRANT OF SECURITY INTEREST, dated as of December 6, 2002, is executed by MYOGEN, INC., a Delaware corporation ("Debtor"), in favor of GATX VENTURES, INC. and SILICON VALLEY BANK (collectively, "Secured Party").

A. Pursuant to a Venture Loan and Security Agreement, dated on or about the date hereof (the "Agreement") among Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "Patents");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party' address is:

GATX Ventures, Inc.
3687 Mount Diablo Blvd., Suite 200
Lafayette, California 94549

With a copy to:

GATX Ventures, Inc.
16 Munson Road
Farmington, CT 06032

Silicon Valley Bank
4410 Arapahoe, Suite 200
Boulder, CO 80303

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

MYOGEN, INC.

By: 

Name: Joseph L. Turner

Title: Vice President, Finance and Administration
and Chief Financial Officer

Comparable to Form PTO-1619A
Replaces 06/03/99
OMD651-0027

02-21-2003



COVER SHEET

ONLY

U.S. Department of Commerce
Patent and Trademark Office
PATENT

TO: Director, U.S. Pa
Please record the attached original document(s) or copy(ies).

102369636

12, Washington, D.C. 20231

2-21-03

SUBMISSION TYPE

- ☒ New
☐ Resubmission (Non-Recordation)
 Document ID# _____
☐ Correction of PTO Error
 Reel # _____ Frame# _____
☐ Corrective Document
 Reel # _____ Frame# _____

CONVEYANCE TYPE

- ☒ Assignment ☐ Security Agreement
☐ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
 (For Use ONLY by U.S. Government Agencies)
☐ Department File ☐ Secret File

CONVEYING PARTY(IES): (Last name first)**Execution Date**

BASF Aktiengesellschaft
67056 Ludwigshafen, Germany

February 18, 2003

RECEIVING PARTY:

Abbon GmbH & Co. KG
Knollstrasse Ludwigshafen, Germany

Mark if additional names of conveying parties attached ☐Mark if additional names of receiving parties attached ☐**APPLICATION NUMBER(S) OR PATENT NUMBER(S)**Mark if additional numbers attached ☐

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).
 If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named inventor: 02/00/00

Patent Application Number(s):

Patent Number(s):

See Attached Schedule A (4,945,114; 4,944,943; ...)

TOTAL NUMBER OF PROPERTIES: Enter the total number of properties involved: One

PATENT COOPERATION TREATY (PCT):

Enter PCT application number only if a U.S. Application
Number has not been assigned:

NUMBER OF PAGES:

Enter the total number of pages contained in the conveyance
document including any attachment(s). DO NOT include the
Recordation Form Cover Sheet pages in this total.

4

CORRESPONDENT NAME AND ADDRESS:

Wood, Phillips, Katz, Clark & Mortimer
Citicorp Center, Suite 3800
500 West Madison Street
Chicago, Illinois 60661-2511
(312) 876-1800

FEE AMOUNT:

Total Fee (37 CFR 3.41) \$3,120.00

- ☒ Enclosed
☐ Charge to Deposit Account 23-0785
☒ The Commissioner is hereby authorized to charge
any additional fees which may be required, or credit
any overpayment, to Deposit Account 23-0785.

STATEMENT AND SIGNATURE

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
copy of the original document. Charges to deposit account are authorized, as herein indicated.

02/21/2003 BY: 00000124 4945114

01 FEB 2003

Martin L. Katz

Name of Person Signing

Signature

February 20, 2003

Date

PATENT**REEL: 013746 FRAME: 0941**

19-FEB-2003 17:13

ABBOTT GMBH & CO. KG GI

S.03/05

SCHEDULE A

OZ NumberPatent No.

0050-039350	4,945,114
0050-039749	4,944,943
0050-040392	6,015,685
0050-041276	5,663,141
0050-042201	5,393,873
0050-042431	5,334,607
0050-042528	5,489,583
0050-043335	5,473,080
0050-043326	5,521,209
0050-043337	5,475,105
0050-043852	5,248,823
0050-043942	5,338,749
0050-044044	5,684,040
0050-044409	5,587,506
0050-044433	5,908,844
0050-044449	6,066,502
0050-044488	5,919,762
0050-044492	5,703,091
0050-044494	5,616,705
0050-044497	5,693,637
0050-044751	5,840,722
0050-044849	5,864,012
0050-044850	5,886,147
0050-044966	6,455,671
0050-045045	6,090,807
0050-045046	6,342,604

19-FEB-2003 17:14

ABBOTT GMBH & CO. KG GI

S.04/05

0050-045047	6,124,294
0050-045048	5,958,923
0050-045085	6,028,073
0050-045086	5,753,690
0050-045161	5,475,017
0050-045281	5,932,730
0050-045480	5,852,051
0050-045591	5,786,498
0050-045622	5,932,567
0050-045644	6,030,972
0050-046048	5,965,700
0050-046160	6,004,988
0050-046259	6,440,975
0050-046760	6,103,732
0050-047156	6,124,472
0050-047212	6,114,358
0050-047213	6,440,937
0050-047291	6,222,034
0050-047412	6,380,220
0050-047511	6,251,917
0050-047571	6,172,072
0050-047592	6,103,720
0050-047619	6,448,248
0050-048000	6,177,570
0050-048024	5,622,953
0050-048044	6,166,222
0050-048067	6,159,962
0050-048068	6,159,981
0050-048131	6,472,392

FROM :

FAX NO. :

Jul. 18 2007 03:35PM P10

19-FEB-2003 17:14

ABBOTT GMBH & CO. KG GI

6.05/05

0050-048137	6,365,155
0050-048220	6,355,647
0050-048310	5,798,247
0050-048416	5,827,731
0050-048476	6,346,622
0050-048479	6,414,157
0050-048503	6,011,181
0050-048827	6,235,903
0050-048967	6,448,254
0050-048968	6,436,925
0050-049043	6,234,033
0050-049044	6,482,832
0050-049268	6,759,541
0050-049277	6,458,821
0050-049278	6,300,354
0050-049574	6,448,271
0050-049618	5,969,134
0050-049934	6,248,865
0050-049935	6,096,755
0050-049978	6,407,067
0050-050588	6,197,958
0050-051075	6,403,593
0050-051079	6,444,817

GESAMT SEITEN 05

PATENT
REEL: 013746 FRAME: 0944

19-FEB-2003 17:13

ABBOTT GMBH & CO. KG GI

S.02/05

ASSIGNMENT

WHEREAS, BASF Aktiengesellschaft ("Assignor"), a German corporation with offices at 67056 Ludwigshafen, Germany, is the owner of the entire right, title and interest to the patents, patent (the "Patents") listed in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Abbott GmbH & Co. KG ("Assignee"), a German corporation with offices at Knollstrasse Ludwigshafen, Germany, is desirous of acquiring the entire right, title and interest in and to the Patents listed in Schedule A annexed hereto.

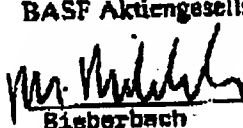
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby assigns and transfers to Assignee the entire right, title and interest in and to the Patents, including, but not limited to, all reissues, divisions, continuations and extensions of the Patents, all rights of action arising from the patents, all claims for damages by reason of past infringement of the Patents and the right to sue and collect damages for such infringement, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Dated:

February 18, 2003

By:

BASF Aktiengesellschaft


Bieberbach
Meyer

Title:

Directors

RECORDED: 02/21/2003

PATENT
REEL: 013746 FRAME: 0945

01-25-2006

FORM PTO-1595

(Rev. 08/05)

Office OMB No 0651-0027 (EXP 06/30/2008)

REI



:ET

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark

103164670

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Silicon Valley Bank

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s): 01/10/2006

Execution Date: 01/11/2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Release

2. Name and address of receiving party(ies): Myogen, Inc.

Name: Myogen, Inc.

Internal Address:

Street Address: 7575 W 103rd Ave., Suite 102

City: Westminster

State: Colorado

Country: USA

Zip: 80021

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

09772603 10046604

09969088

09782953

10043658

10241368

B. Patent No.(s)

5703017 8924415 6197700 6032020

6353151 5840722 5932730 8740751

5998458 6203776 6218597

6657104 6673768 6201165

6329384 6372957 6352992

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Silicon Valley Bank

Internal Address: Loan Collateral HF154

Street Address: 3003 Tasman Drive

City: Santa Clara

State: CA

Zip: 95054

Phone Number: (408) 654-4042

Fax Number: (408) 654-6313

Email Address: ldc@svbank.com

6. Total number of applications and patents involved: 23

7. Total fee (37 CFR 1.21 (h) & 3.41) \$920.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers
Expiration Dateb. Deposit Account Number
Authorized User Name

9. Signature

Signature

1/11/2006
DateJohn R. Ross
Name of Person SigningTotal number of pages including cover
sheet, attachments, and documents: 7Documents to be recorded (including cover sheets) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

01/25/2006 DDYRME 00000026 09772503

01 FC:0021

920.00 DP

PATENT

GRANT OF SECURITY INTEREST**PATENTS**

THIS GRANT OF SECURITY INTEREST, dated as of December 6, 2002, is executed by MYOGEN, INC., a Delaware corporation ("**Debtor**"), in favor of GATX VENTURES, INC. and SILICON VALLEY BANK (collectively, "**Secured Party**").

A. Pursuant to a Venture Loan and Security Agreement, dated on or about the date hereof (the "**Agreement**") among Debtor and the Secured Party, the Secured Party has agreed to extend certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the letters patent and/or applications for letters patent, of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the "**Patents**");

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "**Collateral**"), to secure the prompt payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Secured Party' address is:

GATX Ventures, Inc.
3687 Mount Diablo Blvd., Suite 200
Lafayette, California 94549

With a copy to:

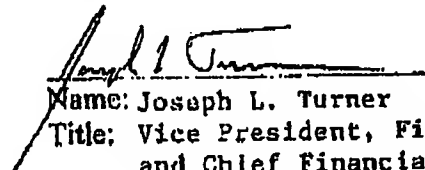
GATX Ventures, Inc.
16 Munson Road
Farmington, CT 06032

Silicon Valley Bank
4410 Arapahoe, Suite 200
Boulder, CO 80303

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

MYOGEN, INC.

By:


Name: Joseph L. Turner

Title: Vice President, Finance and Administration
and Chief Financial Officer

SCHEDULE I-A TO GRANT OF SECURITY INTERESTPATENTS

<u>PATENTS</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Country</u>	<u>Pat. No.</u>	<u>Issue Date</u>
YOG:005-US	4/1/1998	09/053,293	U.S.	6,218,597	4/17/2001
YOG:006-US	9/26/1997	08/938,105	U.S.	6,353,161	3/5/2002
YOG:007-US	5/26/1998	09/047,755	U.S.	6,203,776	3/20/2001
YOG:013-US	6/19/1998	09/100,497	U.S.	5,998,458	12/7/1999
YOG:020-US	10/16/1998	09/173,798	U.S.	6,201,165	3/13/2001
bbolt 43997	10/19/1995	537,843	U.S.	5,703,017	12/30/1997
bbolt 44751	9/30/1996	718,377	U.S.	5,840,722	11/24/1998
bbolt 45281	3/27/1997	809,699	U.S.	5,932,730	8/3/1999
bbolt 480/1171	3/30/2000	508,993	U.S.	6,329,384	12/11/2001
bbolt 480/1175	3/20/2000	508,989		6,352,992	3/5/2002
bbolt 480/1181	4/27/2000	530,131		6,197,780	3/6/2001

SCHEDULE I-B TO GRANT OF SECURITY INTERESTPATENT APPLICATIONS

<u>PATENTS</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Country</u>	<u>Pat. No.</u>	<u>Issue Date</u>
MYOG:004-USD1	4/25/2000	09/558,472	U.S.		
MYOG:004-USD2	10/1/2001	09/969,086	U.S.		
MYOG:020-USC1	1/29/2001	09/772,503	U.S.		
MYOG:020-USC2	3/13/2001	09/805,699	U.S.		
MYOG:023-US	10/15/1998	09/173,795	U.S.		
MYOG:024-US	11/10/1999	09/438,075	U.S.		
MYOG:024-USC1	1/9/2002	10/043,658	U.S.		
MYOG:025-US	10/15/1998	09/173,799	U.S.		
MYOG:026-US	8/20/2000	09/643,206	U.S.		
MYOG:028-US	7/18/2001	09/908,988	U.S.		
MYOG:029-US	4/16/1998	09/061,417	U.S.		
MYOG:034-US	9/27/2001	60/325,311	U.S.		
MYOG:036-US	2/13/2001	09/782,953	U.S.		
UTEC:005-US	9/11/2002	10/241,368	U.S.		
UTSD:562-US	8/13/1999	09/374,453	U.S.		
UTSD:729-US	11/7/2001	10/045,594	U.S.		
UTSD:803-US	5/30/2002	10/159,971	U.S.		

**RELEASE OF SECURITY AGREEMENT COVERING
INTERESTS IN PATENTS**

Silicon Valley Bank ("Secured Party"), hereby releases its security interest in the interests of **Myogen, Inc.** ("Assignor") in the patented works set forth in that certain **Grant Of Security Interest** dated December 6, 2002, executed by Assignor in favor of Secured Party recorded with the United States Department of Commerce, Patent and Trademark Office on January 6, 2003, Reel 013616, Frame(s) 0001

Dated: **January 11, 2006**

SILICON VALLEY BANK

By: *Maribel Higareda*
Name: **Maribel Higareda**
Title: **Operations Supervisor**

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NPW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY
CONVEYING PARTY DATA	
Name	Execution Date
GATX Ventures, Inc. and Silicon Valley Bank	01/13/2008
RECEIVING PARTY DATA	
Name:	Myogan, Inc.
Street Address:	7575 West 103rd Avenue, #102
City:	Westminster
State/Country:	COLORADO
Postal Code:	80021
PROPERTY NUMBERS Total: 28	
Property Type	Number
Patent Number:	6218597
Patent Number:	6353151
Patent Number:	6203776
Patent Number:	5998468
Patent Number:	6201165
Patent Number:	5703017
Patent Number:	5840722
Patent Number:	6932710
Patent Number:	6329384
Patent Number:	6352992
Patent Number:	6497780
Application Number	09558172
Application Number	09660066
Application Number	09772511
Application Number	09806419

OP: \$1120.00; 6218597

PATENT

REEL: 017025 FRAME: 0877

500071832

Application Number:	09173799
Application Number:	09438075
Application Number:	10043658
Application Number:	09173799
Application Number:	00643206
Application Number:	09908888
Application Number:	09081417
Application Number:	80325311
Application Number:	09782853
Application Number:	10241388
Application Number:	09374463
Application Number:	10045594
Application Number:	10159971

CORRESPONDENCE DATA

Fax Number: (303)672-0101
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3036720106
Email: bschoenfeld@kkoilfirm.com
Correspondent Name: Brad Schoenfeld
Address Line 1: 1676 Broadway, Suite 760
Address Line 4: Denver, CO 80202

NAME OF SUBMITTER: Brad Schoenfeld

Total Attachments: 3
source=Myogen - Release of Security Interest (Patents)#page 1 of
source=Myogen - Release of Security Interest (Patents)#page 2 of
source=Myogen - Release of Security Interest (Patents)#page 3 of

TERMINATION

OF

SECURITY INTEREST IN PATENTS

This Termination of Security Interest in Patents (the "Termination") is executed by GATX VENTURES, INC. as Agent for GATX VENTURES, INC. and SILICON VALLEY BANK (the "Secured Parties"), in favor of MYOGEN, INC., a Delaware corporation (the "Debtor"), and is effective as of January 13, 2006.

RECITALS

- A. Debtor and the Secured Party entered into a certain Venture Loan and Security Agreement, dated as of December 26, 2002 (the "Agreement").
- B. The Grant of Security Interest in Patents, relating to the Agreement, was filed with the Patent and Trademark Office on January 6, 2003, at Recd 013616, Frame 0001.
- C. Debtor has repaid all amounts due under the Agreement.

The Secured Parties therefore expressly terminate their security interest in the Collateral, including without limitation, the patents and patent applications listed on Schedule 1-A and 1-B attached hereto.

IN WITNESS WHEREOF, this Termination is executed as of the date first above written.

GATX VENTURES, INC., as Agent

By: Mary Keating
Name: MARY KEATING
Title: VICE PRESIDENT

SCHEDULE I-B TO GRANT OF SECURITY INTERESTPATENT APPLICATIONS

<u>PATENTS</u>	<u>Filing Date</u>	<u>App. No.</u>	<u>Country</u>	<u>Pat. No.</u>	<u>Issue Date</u>
MYOG:004-USD1	4/25/2000	09/559,472	U.S.		
MYOG:004-USD2	10/1/2001	09/669,086	U.S.		
MYOG:020-USC1	1/29/2001	09/772,503	U.S.		
MYOG:020-USC2	3/13/2001	09/805,699	U.S.		
MYOG:023-US	10/15/1998	09/173,785	U.S.		
MYOG:024-US	11/10/1999	09/438,075	U.S.		
MYOG:024-USC1	1/8/2002	10/043,658	U.S.		
MYOG:025-US	10/15/1998	09/173,799	U.S.		
MYOG:026-US	8/20/2000	09/643,208	U.S.		
MYOG:028-US	7/18/2001	09/808,988	U.S.		
MYOG:029-US	4/16/1998	09/061,417	U.S.		
MYOG:034-US	9/27/2001	09/825,311	U.S.		
MYOG:036-US	2/13/2001	09/782,953	U.S.		
UTEC:006-US	9/11/2002	10/241,358	U.S.		
UTSD:682-US	8/13/1999	09/374,453	U.S.		
UTSD:720-US	11/7/2001	10/045,594	U.S.		
UTSD:803-US	5/30/2002	10/159,971	U.S.		